

DISTRICT CLERK  
**CASE SUMMARY**  
CASE NO. 16-1380

**CLARISSA BALDERAS VS. FARMERS INSURANCE  
GROUP DBA FIRE INSURANCE EXCHANGE**

§  
§  
§  
§  
§

Location: **428th District Court**  
Judicial Officer: **Henry, William R**  
Filed on: **07/12/2016**

CASE INFORMATION

Case Type: **Other Contract**

Case  
Status: **07/12/2016 Filed**

PARTY INFORMATION

**Plaintiff Balderas, Clarissa**





*Attorneys*  
**Michaels, Kevin R.**  
*Retained*  
281-496-9889(W)

**Defendant Farmers Insurance Group dba Fire Insurance Exchange**

DATE

EVENTS & ORDERS OF THE COURT

**OTHER EVENTS AND HEARINGS**

|            |   |
|------------|---|
| 07/12/2016 |  Court's Docket Sheet  |
| 07/12/2016 |  Plaintiffs Original Petition (Open Case)  |
| 07/12/2016 |  Request for Issuance  |
| 07/13/2016 | Citation<br><br>Farmers Insurance Group dba Fire Insurance Exchange<br>Served: 07/22/2016   |
| 07/27/2016 |  Affidavit of Service/Return Of Service<br>Farmers Insurance Group d/b/a Fire Insurance Exchange |

DATE

FINANCIAL INFORMATION

**Plaintiff Balderas, Clarissa**  
Total Charges  
Total Payments and Credits  
**Balance Due as of 8/5/2016**

314.00  
314.00  
0.00

**EXHIBIT**

**A**



TRUE AND  
CORRECT COPY

FILED  
7/12/2016 2:37:47 PM  
Beverly Crumley  
District Clerk  
Hays County, Texas

CAUSE NO. 16-1380

|                             |   |                          |
|-----------------------------|---|--------------------------|
| CLARISSA BALDERAS           | § | IN THE DISTRICT COURT OF |
|                             | § |                          |
|                             | § |                          |
| VS.                         | § | HAYS COUNTY, TEXAS       |
|                             | § |                          |
|                             | § |                          |
| FARMERS INSURANCE GROUP dba | § |                          |
| FIRE INSURANCE EXCHANGE     | § | _____ JUDICIAL DISTRICT  |

**PLAINTIFF'S ORIGINAL PETITION**

**TO THE HONORABLE JUDGE OF SAID COURT:**

NOW COMES CLARISSA BALDERAS, Plaintiff, complaining of FARMERS INSURANCE GROUP dba FIRE INSURANCE EXCHANGE, Defendant, and files this Original Petition, and in connection therewith would respectfully show the Court as follows:

**DISCOVERY PLAN**

1. Plaintiff would state that this lawsuit should be conducted under Discovery Level
- 3.

**PARTIES**

1. Plaintiff CLARISSA BALDERAS is a resident of San Marcos, Hays County, Texas.
2. Defendant FARMERS INSURANCE GROUP dba FIRE INSURANCE EXCHANGE is a licensed insurance company doing business in the State of Texas and is participating in FEMA's "Write Your Own" (WYO) program. Defendant issued a Standard Flood Insurance Policy (hereinafter referred to as "SFIP") in its own name, as a fiscal agent of the United States, to Plaintiff. Pursuant to 44 C.F.R. Section 62.23(d) and (i)(6), Defendant is responsible for arranging the adjustment, settlement, payment and defense of all claims arising under the policy.

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It may be served with process by serving its registered agent, Chanda Sperry, 15700 Long Vista Drive, Austin, Texas 78728-3822.

#### **VENUE AND JURISDICTION**

4. The Court has jurisdiction over Defendant in that Defendant engages in the business of insurance in the State of Texas and because the property in question is also located in Harris County, Texas. The Court has jurisdiction over the controversy because the damages are within the jurisdictional limits of the Court. As required by Rule 47(c), Texas Rules of Civil Procedure, Plaintiff states that Plaintiff seeks monetary relief, the maximum of which is over \$200,000.00 but not more than \$1,000,000.00. The amount of monetary relief actually awarded, however, will ultimately be determined by a jury. Plaintiff also seeks pre-judgment and post-judgment interest at the highest legal rate.

#### **STATEMENT OF FACTS**

5. Plaintiff is the owner of a Texas Insurance Policy (hereinafter referred to as "the Policy"), which was issued by Defendant. Plaintiff owns the insured property, which is located at 915 Sturgeon, San Marcos, Texas 77096 (hereinafter referred to as "the Property"). Defendant sold the policy, insuring the Property as to flood damage, to Plaintiff.

6. On or about May 26, 2015, a tremendous amount of rain fell in San Marcos, Texas causing widespread flooding throughout the area. The flooding caused severe damage to Plaintiff's property which in turn led to significant damages. Compliance with FEMA regulations and guidelines require an extensive remediation and rebuild of Plaintiff's property. Shortly after the storm, Plaintiff filed an insurance claim with Defendant for the damages. Plaintiff asked that Defendant cover the cost of repairs to the Property pursuant to the Policy.

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7. As detailed herein, Defendant wrongfully denied Plaintiff's claim for repairs of the Property, even though the Policy provided coverage for losses such as those suffered by Plaintiff. Furthermore, Defendant underpaid some of Plaintiff's claims by not providing full coverage for the damages sustained by the Plaintiff as well as under scoping the damages during their investigation. Additionally, Defendant continues to delay in the payment of the damages to the Property. As such, Plaintiff has not been paid in full for the damages to its Property.

8. Defendant has failed to perform their contractual duties to adequately compensate Plaintiff under the terms of the Policy. Specifically, it has refused to pay the full proceeds of the Policy although due demand was made for proceeds to be paid in an amount sufficient to cover the damaged property and all conditions precedent to recovery upon the Policy had been carried out and accomplished by Plaintiff. Defendant's conduct constitutes a breach of the insurance contract between Defendant and Plaintiff.

9. Defendant misrepresented to Plaintiff that the damage to the Property was not covered under the Policy, even though the damage was caused by a covered occurrence. Defendant's conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. Texas Insurance Code, Section 541.060(a)(1).

10. Defendant has failed to make an attempt to settle Plaintiff's claim in a fair manner, although they were aware of their liability to Plaintiff under the Policy. Defendant's conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. Texas Insurance Code, Section 541.060(a)(2)(A).

11. Defendant has failed to explain to Plaintiff the reasons for its offer of an inadequate settlement. Specifically, Defendant failed to offer Plaintiff adequate compensation, without any explanation why full payment was not being made. Furthermore, Defendant did not communicate

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that any future settlements or payments would be forthcoming to pay for the entire losses covered under the Policy, nor did it provide any explanation for the failure to adequately settle Plaintiff's claim. Defendant's conduct is a violation of the Texas Insurance Code, Unfair Settlement Practices. Texas Insurance Code, Section 541.060(a)(3).

12. Defendant has also failed to affirm or deny coverage of Plaintiff's claim within a reasonable time. Specifically, Plaintiffs did not receive timely indication of acceptance or rejection, regarding the full and entire claim, in writing from Defendant. Defendant's conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. Texas Insurance Code, Section 541.060(a)(4).

13. Defendant has refused to fully compensate Plaintiff, under the terms of the Policy, even though Defendant failed to conduct a reasonable investigation. Specifically, Defendant performed an outcome-oriented investigation of Plaintiff's claim, which resulted in a biased, unfair and inequitable evaluation of Plaintiff's losses on the Property. Defendant's conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. Texas Insurance Code, Section 541.060(a)(7).

14. Defendant has also failed to meet its obligations under the Texas Insurance Code regarding timely acknowledging Plaintiff's claim, beginning an investigation of Plaintiff's claim and requesting all information reasonably necessary to investigate Plaintiff's claim within the statutorily mandated time of receiving notice of Plaintiff's claim. Defendant's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. Texas Insurance Code, Section 542.055.

15. Defendant has failed to accept or deny Plaintiff's full and entire claim within statutorily mandated time of receiving all necessary information. Defendant's conduct constitutes

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a violation of the Texas Insurance Code, Prompt Payment of Claims. Texas Insurance Code, Section 542.056.

16. Defendant has failed to meet its obligations under the Texas Insurance Code regarding payment of claim without delay. Specifically, it has delayed full payment of Plaintiff's claim longer than allowed and, to date Plaintiff has not yet received full payment for their claim. Defendant's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. Texas Insurance Code, Sections 542.057 and 542.058.

17. From and after the time Plaintiff's claim was presented to Defendant, Defendant's liability to pay the full claim in accordance with the terms of the Policy was reasonably clear. However, Defendant has refused to pay Plaintiff in full, despite there being no basis whatsoever on which a reasonable insurance company would have relied on to deny the full payment. Defendant's conduct constitutes a breach of the common law duty of good faith and fair dealing.

18. Defendant knowingly or recklessly made false representations, as described above, as to material facts and/or knowingly concealed all or part of material information from Plaintiff. As a result of Defendant's wrongful acts and omissions, Plaintiff was forced to retain the professional services of the attorney and law firm who is representing them with respect to these causes of action.

19. Defendant is liable to Plaintiff for common law fraud. Each and every one of these representations, as described above, concerned material facts for the reason Plaintiff would not have acted and which Defendant knew were false or made recklessly without any knowledge of their truth as a positive assertion. The statements were made with the intention that they should be acted upon by Plaintiff, who in turn acted in reliance upon the statements, there causing Plaintiff to suffer injury and constituting common fraud.

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20. Defendant is liable to Plaintiff for intentional breach of contract, as well intentional violations of the Texas Insurance Code.

**CAUSES OF ACTION**

**BREACH OF CONTRACT**

21. Plaintiff incorporates herein by reference the factual statements set forth in paragraphs 1 through 20 above.

22. Defendant's conduct constitutes a breach of the insurance contract made between Defendant and Plaintiff. Defendant's failure and refusal, as described above, to pay the adequate compensation as it is obligated to do under the terms of the Policy in question and under the laws of the State of Texas, constitute a breach of Defendant's insurance contract with Plaintiff.

**NONCOMPLIANCE WITH TEXAS INSURANCE CODE:  
UNFAIR SETTLEMENT PRACTICE AND  
THE PROMPT PAYMENT OF CLAIMS**

23. Plaintiff incorporates herein by reference the factual statements set forth in paragraphs 1 through 22 above.

24. Defendant's conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. Texas Insurance Code, Section 541.060(A). All violations under this article are made actionable by Texas Insurance Code, Section 541.151. Defendant's unfair settlement practice, as described above, of misrepresenting to Plaintiff material facts relating to the coverage at issue, constitutes an unfair method of completion and an unfair and deceptive act or practice in the business of insurance. Texas Insurance Code, Section 541.060(1).

25. Defendant's unfair settlement practice, as described above, of failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the claim, even though Defendant's liability under the Policy was reasonably clear, constitutes an unfair method of



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competition and an unfair and deceptive act or practice in the business of insurance. Texas Insurance Code, Section 541.060(a)(2)(A).

26. Defendant's unfair settlement practice, as described above, of failing to promptly provide Plaintiff with a reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for its offer of a compromise settlement of the claim, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. Texas Insurance Code, Section 541.060(3).

27. Defendant's unfair settlement practice, as described above, of failing within a reasonable time to affirm or deny coverage of the claim to Plaintiff or to submit a reservation of rights to Plaintiff, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. Texas Insurance Code, Section 541.060(4).

28. Defendant's unfair settlement practice, as described above, of refusing to pay Plaintiff's claim without conducting a reasonable investigation, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. Texas Insurance Code, Section 541.060(7).

29. Defendant's conduct constitutes multiple violations of the Texas Insurance Code, Prompt Payment of Claims. All violations made under this article are made actionable by Texas Insurance Code, Section 542.060.

30. Defendant's failure to acknowledge receipt of Plaintiff's claim, commence investigation of the claim, and request from Plaintiffs all items, statements, and forms that it reasonably believed would be required within the applicable time constraints, as described above, constitutes a non-prompt payment of claims and a violation of the Texas Insurance Code, Section 542.055.

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CORRECT COPY

31. Defendant's failure to notify Plaintiff in writing of its acceptance or rejection of the claim within the applicable time constraints constitutes a non-prompt payment of the claim. Texas Insurance Code, Section 542.056.

32. Defendant's delay of the payment of Plaintiff's claim following its receipt of all items, statements, and forms reasonably requested and required, longer than the amount of time provided for, as described above, constitutes a non-prompt payment of the claim. Texas Insurance Code, Section 542.057 and 542.058.

#### **KNOWLEDGE**

33. Plaintiff incorporate herein by reference the factual statements set forth in paragraphs 1 through 33 above.

34. Each of the acts described above, together and singularly, was done "knowingly" as that term is used in the Texas Insurance Code and were a producing cause of Plaintiff's damages described herein.

#### **BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING**

35. Plaintiff incorporates herein by reference the factual statements set forth in paragraphs 1 through 34 above.

36. Defendant's conduct constitutes a breach of the common law duty of good faith and fair dealing owed to its insureds in insurance contracts.

37. Defendant's failure, as described above, to adequately and reasonably investigate and evaluate Plaintiff's claim, although, at that time, Defendant knew or should have known by exercise of reasonable diligence that its liability was reasonably clear, constitutes a breach of the duty of good faith and fair dealing.

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CORRECT COPY

### DAMAGES

38. Plaintiff incorporates herein by reference the factual statements set forth in paragraphs 1 through 37 above.

39. Plaintiff would show that all of the aforementioned acts, taken together or singularly, constitute the producing causes of the damages sustained by Plaintiff.

40. For breach of contract, Plaintiff is entitled to regain the benefit of her bargain, which is the amount of her claim together with attorney's fees.

41. For noncompliance with the Texas Insurance Code, Unfair Settlement Practices, Plaintiff is entitled to actual damages, which include the loss of the benefits that should have been paid pursuant to the policy, court costs and attorney's fees. For knowing conduct of the acts complained of, Plaintiff asks for three times her actual damages. Texas Insurance Code, Section 541.152.

42. For noncompliance with Texas Insurance Code, Prompt Payment of Claims, Plaintiff is entitled to the amount of her claim, as well as eighteen (18) percent interest per annum of the amount of such claim as damages, together with attorney's fees. Texas Insurance Code, Section 542.060.

43. For fraud, Plaintiff is entitled to recover actual damages and exemplary damages for knowing fraudulent and malicious representations, along with interest and court costs.

44. For the prosecution and collection of this claim, Plaintiff has been compelled to engage the services of the attorney whose name is subscribed to this pleading. Therefore, Plaintiff is entitled to recover a sum for the reasonable and necessary services of Plaintiff's attorney in the preparation and trial of this action, including any appeals to the Court of Appeals and/or the Supreme Court of Texas.

TRUE AND  
CORRECT COPY**REQUESTS FOR DISCLOSURE**

45. Pursuant to Rule 194, you are requested to disclose, within fifty (50) days of service of this request, the information or material described in Rule 194.2(a)-(l).

**PRAYER**

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that upon trial hereof, Plaintiff recovers such sums as would reasonably and justly compensate her in accordance with the rules of law and procedure, both as to actual damages, treble damages under the Texas Insurance Code and all punitive and exemplary damages as may be found. In addition, Plaintiff requests the award of attorney's fees for the trial and any appeal of this case, for all costs of Court in her behalf expended, for pre-judgment and post-judgment interest as allowed by law, and for any other and further relief, either at law or in equity, to which she may show herself to be justly entitled.

Respectfully submitted,

**LAW OFFICES OF KEVIN R. MICHAELS,  
P.C.**

By: /s/ Kevin R. Michaels  
Kevin R. Michaels  
State Bar No.: 00784598  
888 W. Sam Houston Pkwy. S., Suite 226  
Houston, Texas 77042  
Telephone: 281-496-9889  
Facsimile: 281-496-4211  
kmichaels@michaelslaw.net

ATTORNEY FOR PLAINTIFF

I, BEVERLY CRUMLEY, District Clerk of Hays County, Texas, hereby certify that the foregoing consisting of 10 pages, is a true, correct and full copy of the instrument herewith set out as it appears of record in the District Clerk's Office of Hays County, Texas this 5th day of August, 2016.  
Beverly Crumley, District Clerk

By: Rachael Vasey  
Deputy

TRUE AND  
CORRECT COPYRECEIVED  
7-12-16 M.D.BEVERLY CRUMLEY  
HAYS COUNTY DISTRICT CLERKHays County Government Center 712 S. Stagecoach Trail #2211 San Marcos, Texas 78666  
PHONE (512) 393-7660 FAX (512) 393-7674ISSUANCE OF PROCESS INSTRUCTIONS  
CAUSE NUMBER: 428th

## TYPE OF PROCESS:

- ☒ Citation ☐ Citation by Posting ☐ Temporary Restraining Order  
☐ Citation by Publication (Please indicate which newspaper below)  
☐ Temporary Injunction ☐ Permanent Injunction ☐ Show Cause Notice  
☐ Precept ☐ Appl. and Temp Ex Parte Protective Order ☐ Capias  
☐ Writ of Attachment (person) ☐ Writ of Habeas Corpus ☐ Writ of Sequestration  
☐ Writ of Garnishment ☐ Civil Subpoena ☐ Criminal Subpoena  
☐ Other \_\_\_\_\_ (Do not request post judgment remedies on this form, use other form (Execution, Orders of Sale, Abstracts))

## TYPE OF SERVICE:

- ☐ Attorney will pick up (Place in Attorney Box)  
☐ Runner/Process Server will pick up (Place in pick up box)  
☒ Mail to Attorney's Office/Requesting Party  
☐ Forward to Constable's Office (Circle one) Precinct - 1 2 3 4 5  
 (\*\*Service Fee and Copy or Copy Fee Required\*\*)  
☐ Serve by Certified Mail \*\*Service Fee and Copy or Copy Fee Required\*\*  
☐ Publication (Circle one) Hays Free Press San Marcos Daily Record Other  
 (\*Service Fee Required\*) Brief Statement of Suit (use reverse side)  
☐ Posting at Courthouse Door  
 (\*Service fee and copy or copy fee required\*) Brief Statement of Suit (use reverse side)

## TITLE OF DOCUMENT TO BE SERVED AND FILE

DATE: ORIGINAL PETITION FILED 7/12/16

PARTY TO BE SERVED: (Please fill out a new request form per party to be served)

\*\*Do not complete this section if requesting Criminal / Civil Subpoena\*\*

NAME/AGENT: FARMERS INSURANCE GROUP dba FIRE INSURANCE EXCHANGE  
BY SERVING CHANDA SPERRYADDRESS: 15700 LONGVIEW DRIVECITY/STATE/ZIP: AUSTIN, TX 78728SIGNATURE OF PARTY REQUESTING SERVICE: [Signature]PHONE NUMBER: 281-496-9899E-MAIL: KARL.HAGLES@MICHAELS-LAW.NET\*\*IF SERVICE IS NOT PICKED UP WITHIN 14 BUSINESS DAYS, IT WILL BE  
DESTROYED\*\*\*\*

✓ VNR 7.13.16 mailed to Attorney



**BEVERLY CRUMLEY**  
HAYS COUNTY DISTRICT CLERK

Hays County Government Center 712 S. Stagecoach Trail #2211 San Marcos, Texas 78666  
PHONE (512) 393-7660 FAX (512) 393-7674



TRUE AND  
CORRECT COPY

RECEIVED  
4-17-16 MD

ISSUANCE OF PROCESS INSTRUCTIONS  
CAUSE NUMBER: 428th

**TYPE OF PROCESS:**

- ☒ Citation ☐ Citation by Posting ☐ Temporary Restraining Order  
☐ Citation by Publication (Please indicate which newspaper below)  
☐ Temporary Injunction ☐ Permanent Injunction ☐ Show Cause Notice  
☐ Precept ☐ Appl. and Temp Ex Parte Protective Order ☐ Capias  
☐ Writ of Attachment (person) ☐ Writ of Habeas Corpus ☐ Writ of Sequestration  
☐ Writ of Garnishment ☐ Civil Subpoena ☐ Criminal Subpoena  
☐ Other \_\_\_\_\_ (Do not request post judgment remedies on this form, use other form (Execution, Orders of Sale, Abstracts))

**TYPE OF SERVICE:**

- ☐ Attorney will pick up (Place in Attorney Box)  
☐ Runner/Process Server will pick up (Place in pick up box)  
☒ Mail to Attorney's Office/Requesting Party  
☐ Forward to Constable's Office (Circle one) Precinct - 1 2 3 4 5  
 (\*\*Service Fee and Copy or Copy Fee Required\*\*)  
☐ Serve by Certified Mail \*\*Service Fee and Copy or Copy Fee Required\*\*  
☐ Publication (Circle one) Hays Free Press San Marcos Daily Record Other  
 (\*Service Fee Required\*) Brief Statement of Suit (use reverse side)  
☐ Posting at Courthouse Door  
 (\*Service fee and copy or copy fee required\*) Brief Statement of Suit (use reverse side)

**TITLE OF DOCUMENT TO BE SERVED AND FILE**

DATE: ORIGINAL PETITION FILED 7/12/16

PARTY TO BE SERVED: (Please fill out a new request form per party to be served)

**\*\*Do not complete this section if requesting Criminal / Civil Subpoena\*\***

NAME/AGENT: FARMERS INSURANCE GROUP dba FIRE INSURANCE EXCHANGE  
BY SERVING CHANDRA SPERRY

ADDRESS: 15700 Long Vista Drive

CITY/STATE/ZIP: AUSTIN, TX 78728

SIGNATURE OF PARTY REQUESTING SERVICE: [Signature]

PHONE NUMBER: 281-496-8849

E-MAIL: KIM.CRUMLEY@HAYSCOUNTYTX.GOV

**\*\*IF SERVICE IS NOT PICKED UP WITHIN 14 BUSINESS DAYS, IT WILL BE DESTROYED\*\*\*\***

TRUE AND  
CORRECT COPYCITATION  
THE STATE OF TEXASFILED  
7/27/2016 3:47:26 PM  
Beverly Crumley  
District Clerk  
Hays County, Texas

CAUSE NO. 16-1380

STYLED: CLARISSA BALDERAS VS. FARMERS INSURANCE GROUP DBA FIRE INSURANCE EXCHANGE

TO: FARMERS INSURANCE GROUP D/B/A FIRE INSURANCE EXCHANGE, BY SERVING ITS  
REGISTERED AGENT, CHANDA SPERRY, 15700 LONG VISTA DRIVE, AUSTIN, TX 78728-3822.

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 am on the Monday next following the expiration of 20 days after the date you were served this citation and petition, a default judgment may be taken against you."

Attached is a copy of the PLAINTIFF'S ORIGINAL PETITION, which was filed by the PLAINTIFF, in the above styled and numbered cause on the 12TH DAY OF JULY, 2016, in the 428th District Court of Hays County, San Marcos, Texas.

Issued and given under my hand and seal of said Court at San Marcos, Texas on this the 13th day of July, 2016.

## REQUESTED BY:

Kevin R. Michaels  
888 W Sam Houston Pkwy S Suite 226  
Houston TX 77042  
281-496-9889

BEVERLY CRUMLEY  
Hays County District Clerk  
Hays County Government Center  
1200 Stagecoach Trail, Ste. 221  
San Marcos, Texas 78666  
By: *[Signature]*  
Malory Rogers Deputy

## OFFICER'S RETURN

Came to hand on the \_\_\_ day of \_\_\_\_\_ 20\_\_\_ at \_\_\_ o'clock \_\_\_ M and executed the \_\_\_ day of  
\_\_\_\_\_ 20\_\_\_ by delivering to defendant \_\_\_\_\_ in person, a true copy of this  
citation with a copy of the petition attached thereto on \_\_\_ day of \_\_\_\_\_ 20\_\_\_ at \_\_\_ o'clock  
\_\_\_ M at \_\_\_\_\_ in \_\_\_\_\_ County, Texas.

[ ] Not executed. The diligence used in finding defendant being \_\_\_\_\_

[ ] Information received as to the whereabouts of defendant being \_\_\_\_\_

Service Fee: \$ \_\_\_\_\_

Sworn to and subscribed before me this the  
\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SHERIFF/CONSTABLE/AUTHORIZED PERSON  
BY: \_\_\_\_\_

Printed Name of Server \_\_\_\_\_

NOTARY PUBLIC, THE STATE OF TEXAS \_\_\_\_\_

\_\_\_\_\_ County, Texas

ORIGINAL FOR RETURN



**TRUE AND CORRECT COPY**

| SENDER: COMPLETE THIS SECTION  |  | COMPLETE THIS SECTION ON DELIVERY   |  |
|--|--|---|--|
| <p>1. Article Addressed to:</p> <p>Farmers Ins. Group dba Fire Insurance Exchange<br/>By serving Chanda Sperry<br/>15700 Long Vista Drive<br/>Austin, Texas 78728-3822</p> |  | <p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X <i>[Signature]</i></p> <p>B. Received by (Printed Name) <input type="checkbox"/> Date of Delivery <i>7/20/16</i></p> <p>C. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>   |  |
| <p>2. Article Number (Transfer from serv)</p> <p>7013 2250 0001 0122 6378</p>  |  | <p>3. Service type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Priority Mail Express</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p> <p>4. Restricted Delivery (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> |  |
| <p>PS Form 3811, July 2013</p>   |  | <p>Domestic Return Receipt</p>  |  |

**U.S. Postal Service**

**CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

|  |  |               |
|--|--|---------------|
| Postage \$                                     |  | Postmark Here |
| Certified Fee                                  |  |               |
| Return Receipt Fee (Endorsement Required)      |  |               |
| Restricted Delivery Fee (Endorsement Required) |  |               |
| Total Postage & Fees \$                        |  |               |

Sent to *FARMERS*

Street, Apt. No. or PO Box No. *15700 Long Vista*

City, State, ZIP+4 *AUSTIN, TX 78728*

PS Form 3800 August 2006 See reverse for instructions

I, BEVERLY CRUMLEY, District Clerk of Hays County, Texas, hereby certify that the foregoing consisting of 2 pages, is a true, correct and full copy of the instrument herewith set out as it appears of record in the District Clerk's Office of Hays County, Texas this 5th day of August, 2016.

Beverly Crumley, District Clerk

By: Rachael Vasey  
Deputy



## CIVIL CASE INFORMATION SHEET (REV. 2/13)

16-1380

CAUSE NUMBER (FOR CLERK USE ONLY):

COURT (FOR CLERK USE ONLY):

STYLED Clarissa Balderas v. Farmers Insurance Group d/b/a Fire Insurance Exchange

(e.g., John Smith v. All American Insurance Co. In re Mistry Ann Jensen In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

|  |   |  |  |  |   |   |  |  |  |  |   |
|--|---|--|--|--|---|---|--|--|--|--|---|
| <b>1. Contact information for person completing case information sheet:</b><br>Name: <u>Kevin R. Michaels</u> Email: <u>kmichaels@michaelslaw.net</u><br>Address: <u>666 W Sam Houston Pkwy S., Suite 228</u> Telephone: <u>281-496-9889</u><br>City/State/Zip: <u>Houston, Texas 77042</u> Fax: <u>281-496-9889</u><br>Signature: <u>[Signature]</u> State Bar No: <u>00784598</u>  |   | <b>Names of parties in case:</b><br>Plaintiff(s)/Petitioner(s): <u>Clarissa Balderas</u><br>Defendant(s)/Respondent(s): <u>Farmers Insurance Group d/b/a Fire Insurance Exchange</u><br>Additional Parties in Child Support Case:<br>Custodial Parent: _____<br>Non-Custodial Parent: _____<br>Presumed Father: _____  |  |  |   |   |  |  |  |  |   |
| <b>2. Indicate case type, or identify the most important issue in the case (check only 1):</b>   |   | <b>Person or entity completing sheet is:</b><br><input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner<br><input type="checkbox"/> Pro Se Plaintiff/Petitioner<br><input type="checkbox"/> Title IV-D Agency<br><input type="checkbox"/> Other _____  |  |  |   |   |  |  |  |  |   |
| <b>Civil</b><br><table border="1"> <tr> <td> <b>Contract</b><br/> <input type="checkbox"/> Debt/Contract<br/> <input type="checkbox"/> Consumer/DTPA<br/> <input type="checkbox"/> Debt/Contract<br/> <input type="checkbox"/> Fraud/Misrepresentation<br/> <input type="checkbox"/> Other Debt/Contract:<br/> <b>Foreclosure</b><br/> <input type="checkbox"/> Home Equity—Expedited<br/> <input type="checkbox"/> Other Foreclosure<br/> <input type="checkbox"/> Franchise<br/> <input type="checkbox"/> Insurance<br/> <input type="checkbox"/> Landlord/Tenant<br/> <input type="checkbox"/> Non-Competition<br/> <input type="checkbox"/> Partnership<br/> <input type="checkbox"/> Other Contract:         </td> <td> <b>Injury or Damage</b><br/> <input type="checkbox"/> Assault/Battery<br/> <input type="checkbox"/> Construction<br/> <input type="checkbox"/> Defamation<br/> <input type="checkbox"/> Malpractice<br/> <input type="checkbox"/> Accounting<br/> <input type="checkbox"/> Legal<br/> <input 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| <b>Tax</b><br><input type="checkbox"/> Tax Appraisal<br><input type="checkbox"/> Tax Delinquency<br><input type="checkbox"/> Other Tax   |   | <b>Probate &amp; Mental Health</b><br><table border="1"> <tr> <td> <b>Probate/Will/Intestate Administration</b><br/> <input type="checkbox"/> Dependent Administration<br/> <input type="checkbox"/> Independent Administration<br/> <input type="checkbox"/> Other Estate Proceedings         </td> <td> <input type="checkbox"/> Guardianship—Adult<br/> <input type="checkbox"/> Guardianship—Minor<br/> <input type="checkbox"/> Mental Health<br/> <input type="checkbox"/> Other:         </td> </tr> </table>   |  | <b>Probate/Will/Intestate Administration</b><br><input type="checkbox"/> Dependent Administration<br><input type="checkbox"/> Independent Administration<br><input type="checkbox"/> Other Estate Proceedings  | <input type="checkbox"/> Guardianship—Adult<br><input type="checkbox"/> Guardianship—Minor<br><input type="checkbox"/> Mental Health<br><input type="checkbox"/> Other:   |   |  |  |  |  |   |
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| <b>3. Indicate procedure or remedy, if applicable (may select more than 1):</b><br><table border="1"> <tr> <td> <input type="checkbox"/> Appeal from Municipal or Justice Court<br/> <input type="checkbox"/> Arbitration-related<br/> <input type="checkbox"/> Attachment<br/> <input type="checkbox"/> Bill of Review<br/> <input type="checkbox"/> Certiorari<br/> <input type="checkbox"/> Class Action         </td> <td> <input type="checkbox"/> Declaratory Judgment<br/> <input type="checkbox"/> Garnishment<br/> <input type="checkbox"/> Interpleader<br/> <input type="checkbox"/> License<br/> <input type="checkbox"/> Mandamus<br/> <input type="checkbox"/> Post-judgment         </td> <td> <input type="checkbox"/> Prejudgment Remedy<br/> <input type="checkbox"/> Protective Order<br/> <input type="checkbox"/> Receiver<br/> <input type="checkbox"/> Sequestration<br/> <input type="checkbox"/> Temporary Restraining Order/Injunction<br/> <input type="checkbox"/> Turnover         </td> </tr> </table>   |   |  |  | <input type="checkbox"/> Appeal from Municipal or Justice Court<br><input type="checkbox"/> Arbitration-related<br><input type="checkbox"/> Attachment<br><input type="checkbox"/> Bill of Review<br><input type="checkbox"/> Certiorari<br><input type="checkbox"/> Class Action  | <input type="checkbox"/> Declaratory Judgment<br><input type="checkbox"/> Garnishment<br><input type="checkbox"/> Interpleader<br><input type="checkbox"/> License<br><input type="checkbox"/> Mandamus<br><input type="checkbox"/> Post-judgment | <input type="checkbox"/> Prejudgment Remedy<br><input type="checkbox"/> Protective Order<br><input type="checkbox"/> Receiver<br><input type="checkbox"/> Sequestration<br><input type="checkbox"/> Temporary Restraining Order/Injunction<br><input type="checkbox"/> Turnover   |  |  |  |  |   |
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| <b>4. Indicate damages sought (do not select if it is a family law case):</b><br><input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees<br><input type="checkbox"/> Less than \$100,000 and non-monetary relief<br><input type="checkbox"/> Over \$100,000 but not more than \$200,000<br><input type="checkbox"/> Over \$200,000 but not more than \$1,000,000<br><input type="checkbox"/> Over \$1,000,000  |   |  |  |  |   |   |  |  |  |  |   |

***Law Offices of Kevin R. Michaels, P.C.***  
*A Professional Corporation*  
888 W. Sam Houston Pkwy. S., Suite 226  
Houston, Texas 77042

***Telephone*** 281.496.9889  
***Facsimile*** 281.496.4211

e-mail: kmichaels@michaelslaw.net

July 12, 2016

***Via e-filing***

Ms. Beverly Crumley  
Hays County District Clerk  
712 S. Stagecoach Trail, Suite 2211  
San Marcos, Texas 78666

RE: Cause No. **16-1380**; ***Clarissa Balderas v. Farmers Insurance Group  
d/b/a Fire Insurance Exchange***; In the \_\_\_\_\_ Judicial District Court,  
Hays County, Texas.

Dear Ms. Crumley

Enclosed for filing with the Court please find ***Plaintiff's Original Petition, Case Information Sheet*** and ***Civil Process Request Form*** with regard to the above-referenced cause of action. Please file these documents among the papers in accordance with your usual procedure.

I have also submitted the appropriate payment for filing fees and the issuance of the citation in this matter. I ask that the citation be issued and returned to me for service.

Thank you and should you have any questions, please feel free to call me.

Yours very truly,

*/s/ Kevin R. Michaels*

Kevin R. Michaels

KRM:krm  
Enclosures

CITATION  
THE STATE OF TEXAS

CAUSE NO. 16-1380

STYLED: CLARISSA BALDERAS VS. FARMERS INSURANCE GROUP DBA FIRE INSURANCE EXCHANGE

TO: FARMERS INSURANCE GROUP D/B/A FIRE INSURANCE EXCHANGE, BY SERVING ITS  
REGISTERED AGENT, CHANDA SPERRY, 15700 LONG VISTA DRIVE, AUSTIN, TX 78728-3822.

**NOTICE TO DEFENDANT:** "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 am on the Monday next following the expiration of 20 days after the date you were served this citation and petition, a default judgment may be taken against you."

Attached is a copy of the PLAINTIFF'S ORIGINAL PETITION, which was filed by the PLAINTIFF, in the above styled and numbered cause on the 12TH DAY OF JULY, 2016, in the 428th District Court of Hays County, San Marcos, Texas.

Issued and given under my hand and seal of said Court at San Marcos, Texas on this the 13th day of July, 2016.

REQUESTED BY:  
Kevin R. Michaels  
888 W Sam Houston Pkwy S Suite 226  
Houston TX 77042  
281-496-9889

BEVERLY CRUMLEY  
Hays County District Clerk  
Hays County Government Center  
712 Stagecoach Trail, Ste. 2211  
San Marcos, Texas 78666

By: *Mallory Rogers*  
Mallory Rogers, Deputy

**OFFICER'S RETURN**

Came to hand on the \_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_ o'clock \_\_\_\_ M and executed the \_\_\_ day of \_\_\_\_\_ 20\_\_ by delivering to defendant \_\_\_\_\_ in person, a true copy of this citation with a copy of the petition attached thereto on \_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_ o'clock \_\_\_\_ M at \_\_\_\_\_ in \_\_\_\_\_ County, Texas.

[ ] Not executed. The diligence used in finding defendant being \_\_\_\_\_

[ ] Information received as to the whereabouts of defendant being \_\_\_\_\_

Service Fee: \$ \_\_\_\_\_

Sworn to and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_

SHERIFF/CONSTABLE/AUTHORIZED PERSON  
BY: \_\_\_\_\_

Printed Name of Server

NOTARY PUBLIC, THE STATE OF TEXAS

\_\_\_\_\_ County, Texas

ORIGINAL FOR RETURN



**BEVERLY CRUMLEY**  
**HAYS COUNTY DISTRICT CLERK**

Hays County Government Center 712 S. Stagecoach Trail #2211 San Marcos, Texas 78666  
 PHONE (512) 393-7660 FAX (512) 393-7674



**ISSUANCE OF PROCESS INSTRUCTIONS**  
**CAUSE NUMBER: 16-1386**

**TYPE OF PROCESS:**

- ☒ Citation      ☐ Citation by Posting      ☐ Temporary Restraining Order  
☐ Citation by Publication (Please indicate which newspaper below)  
☐ Temporary Injunction      ☐ Permanent Injunction      ☐ Show Cause Notice  
☐ Precept      ☐ Appl. and Temp Ex Parte Protective Order      ☐ Capias  
☐ Writ of Attachment (person)      ☐ Writ of Habeas Corpus      ☐ Writ of Sequestration  
☐ Writ of Garnishment      ☐ Civil Subpoena      ☐ Criminal Subpoena  
☐ Other \_\_\_\_\_ (Do not request post judgment remedies on this form, use other form (Execution, Orders of Sale, Abstracts))

**TYPE OF SERVICE:**

- ☐ Attorney will pick up (Place in Attorney Box)  
☐ Runner/Process Server will pick up (Place in pick up box)  
☒ Mail to Attorney's Office/Requesting Party  
☐ Forward to Constable's Office (Circle one) Precinct - 1 2 3 4 5  
 (\*\*Service Fee and Copy or Copy Fee Required\*\*)  
☐ Serve by Certified Mail \*\*Service Fee and Copy or Copy Fee Required\*\*  
☐ Publication (Circle one) Hays Free Press San Marcos Daily Record Other  
 (\*Service Fee Required\*) Brief Statement of Suit (use reverse side)  
☐ Posting at Courthouse Door  
 (\*Service fee and copy or copy fee required\*) Brief Statement of Suit (use reverse side)

**TITLE OF DOCUMENT TO BE SERVED AND FILE**

DATE: ORIGINAL PETITION FILED 7/12/16

**PARTY TO BE SERVED:** (Please fill out a new request form per party to be served)

**\*\*Do not complete this section if requesting Criminal / Civil Subpoena\*\***

NAME/AGENT: FARMERS INSURANCE GROUP dba FIRE INSURANCE EXCHANGE  
BY SERVING CHANDRA SPERRY

ADDRESS: 15700 LONGVIEW DRIVE

CITY/STATE/ZIP: AUSTIN, TX 78728

SIGNATURE OF PARTY REQUESTING SERVICE: [Signature]

PHONE NUMBER: 281-496-5889

E-MAIL: KMICHAELS@MICHAELSLAW.NET

**\*\*IF SERVICE IS NOT PICKED UP WITHIN 14 BUSINESS DAYS, IT WILL BE DESTROYED\*\*\*\***